

Exhibit N

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

PHILIP FEI, on behalf of himself and classes of
those similarly situated,

Plaintiff,

-against-

WEST LB AG,

Defendant.

**DECLARATION OF
TINAMARIE PICCARILLO**

Candela (TC)

07 Civ. 8785 (HB)(HM)

Candela (TC)
I, TinaMarie Piccarillo, declare, upon personal knowledge and under penalty of
perjury, pursuant to 28 U.S.C. §1746, that the following is true and correct:

1. I worked for WestLB AG ("WestLB") in New York, New York from approximately August 1998 until approximately December 2004.
2. When I started working for WestLB, I was a temporary employee for approximately one year. In or about August 1999, WestLB hired me as a full-time permanent employee in an entry-level clerk position. As a temporary employee and clerk, WestLB paid me on an hourly basis and paid me overtime compensation for hours that I worked over 40 per week.
3. In approximately 2000, WestLB changed my title to "manager" and started paying me a salary. As a manager, WestLB did not pay me any overtime compensation for hours that I worked over 40 per week.
4. Although WestLB changed my title to manager, my job duties essentially remained the same.

Job Duties

5. As a manager, my main job duty was to provide follow up information regarding trades of domestic/foreign equities, government securities, and corporate bonds. To accomplish this task, I entered data regarding the trades into a system called "DTC." A few days later, I went into the system to make sure that the trades went through. If there was any disparity with the trades, I performed reconciliation of trade discrepancies by talking to the broker/dealers. This job duty required a great deal of data entry.

6. Another one of my main job duties was to handle wire transfers. After performing a reconciliation and making sure that there was enough money in the bank to cover trades, I wired money to different banks for trades that were made.

7. My primary duty was not related to the management or business operations of WestLB.

8. I did not supervise or manage anyone. In fact, most other "managers" also did not supervise or manage anyone.

9. I did not have authority to hire or fire employees. I did not make recommendations regarding hiring and firing employees.

10. I did not have authority to make operational decisions beyond the parameters of my own clerical tasks.

11. I did not have authority to exercise my own discretion and independent judgment with respect to matters of significance, like borrow money to cover trades.

12. I was not free from supervision. Some of my supervisor's names were Karen Pinnock, Hie-Han Tan, and Christine Smith.

Hours & Salary

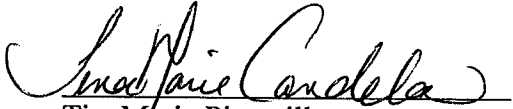
13. During the years in which I worked as a "manager," West LB always paid me a salary.

14. When I started working at WestLB in 1999, I earned approximately \$40,000 per year. When I left WestLB in 2004, my salary was approximately \$60,000 per year.

15. As a manager, I almost always worked more than 40 hours per week.

16. As a manager, West LB never paid me an overtime premium of time and a half when I worked more than 40 hours per week.

Dated: New York, New York
April 22, 2008


Tina Marie Piccarillo Candela 